

HealthBook+ End User Terms of Service

Dated: 8/25/2022

These End User Terms of Service (these "Terms") set forth the terms and conditions upon which HealthBookplus Holdings, Inc ("our" "we" or "HealthBook+") offers you ("you" "your" or "End-User") access to use HealthBook+'s personal health record and health hub application located at www.myhealthbookplus.com including any successor site or mobile application (the "Application"). By clicking "I Agree", by accessing the Application, or otherwise indicating your assent, you agree to be bound by these Terms. Additionally, by accessing the Application, you agree to be bound by HealthBook+'s Privacy Policy, and all applicable laws. In the event of an inconsistency between these Terms and the Privacy Policy, these Terms shall control. Any reference to the singular in these Terms includes the plural and vice versa and reference to a gender includes the other gender unless the context requires otherwise. Any reference to a "person" in these Terms includes any individual, firm, unincorporated association or body corporate. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE APPLICATION. THIS IS A LEGALLY ENFORCEABLE CONTRACT. IF YOU ARE ACCESSING OR USING APPLICATION AND SERVICE ON BEHALF OF ANOTHER INDIVIDUAL YOU REPRESENT AND WARRANT THAT YOU HAVE ALL THE POWER AND AUTHORITY TO ENTER INTO THESE TERMS ON BEHALF OF THAT INDIVIDUAL AND TO PROVIDE HEALTHBOOK+ WITH ALL INFORMATION ABOUT THAT INDIVIDUAL THAT YOU MAY PROVIDE.

HealthBook+ may modify these Terms upon providing written notice to you either via the e-mail registered under your account or by posting such changes through the Application. Any use of the Application following any such modification constitutes an acceptance of the modification. If you do not accept any modification, you must immediately cease all usage of the Application.

The Application is a personal health and wellness information retrieval and management service that allows individuals to consolidate certain health and wellness information ("Health Information") through the Application and share information with others (including family members, doctors and other third-party providers). The Application is provided to you by HealthBook+ as an aid to assist you in organizing and managing Health Information.

1 Your Use of the Application

1.1 Limited License to Use the Application

Subject to your compliance with these Terms, HealthBook+ hereby grants to you a limited, personal, non-exclusive, non-transferable, license to access the Application solely for your own personal purposes. Except for the licenses and rights expressly granted under these Terms, no licenses or rights are granted by HealthBook+ to you hereunder, by implication, estoppel or otherwise. All such other licenses and rights are reserved unto HealthBook+. Your right to access and use the Application is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Application for lawful purposes.

Your use of the Application may also be subject to additional terms between you and another entity, such as a healthcare provider or health plan. In addition to any restrictions in these Terms, you shall not use the Application in violation of any other terms applicable to the Application to which you have agreed.

1.2 License Restrictions

You shall not take any of the following actions with respect to Application nor will you use our Application to upload, post, e-mail, distribute, transmit, link, solicit or otherwise make available any content or use the Application in any manner that:

- uploads or transmits any unsolicited advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or any other form of solicitation, commercial or otherwise;
- decompiles, uses reverse engineering, disassembles, derives the source code of or decrypts the Application or server hosting the Application;
- manipulates or otherwise displays the Application by using framing, mirroring or similar navigational technology or directly links to any portion of the Application;
- uses any robot, spider, scraper or other automatic or manual means to access the Application or copies any content or information on the Application;
- removes, obscures, or alters any proprietary notices (including any notice of copyright or trademark) of us or our affiliates, partners, suppliers or our licensors;
- modifies, adapts, improves, enhances or makes any derivative work from the Application;
- disables, overburdens, impairs or otherwise interferes with or interrupts the Application or any hardware, software, system or network connected with the Application;
- probes, scans, or tests the vulnerability of or breaches the authentication measures of the Application or any related networks or systems;
- interferes with any other party’s use and enjoyment of the e Application;
- infringes the copyright, trademark or any proprietary rights or discloses a trade secret or confidential information in violation of a confidentiality or non-disclosure agreement;
- compiles, uses, downloads or otherwise copies any user information or any portion thereof, or transmits, provides or otherwise distributes (whether or not for a fee) such information to any third party;
- is fraudulent, malicious or unlawful, unauthorized or contains defamatory or illegal information, images, materials or descriptions;
- promotes or provides instructions for illegal activities;
- encourages any conduct that would constitute a criminal offense or that gives rise to civil liability;
- disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware;
- attempts to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; or
- accesses systems, data or information that we do not intend to be made accessible to you.

1.3 Right to Monitor

We reserve the right to actively monitor the use of the Application and use any information gathered during such monitoring for any permissible purpose under the Privacy Policy. Additionally, we may, at any time as we deem appropriate, remove any materials from the Application that, in our sole discretion, may be illegal, may subject us to liability, may violate these Terms, or are, in our sole discretion, inconsistent with our purpose for the Application.

1.4 Accuracy of Information

You must provide true, accurate, current and complete information, and you may not misrepresent information (a) in your registration information, (b) about your family members or third-party providers, (c) about your Health Information, or (d) in the case of a Provider or healthcare professional, your medical credentials or in any communications to a patient. In order for the Application to function effectively, you must also keep such information listed above up-to-date and accurate. If you do not do this, the accuracy and effectiveness of the Application will be affected.

HealthBook+ may review the Health Information that you maintain through the Application to normalize and label data for display, but HealthBook+ is not responsible for any errors in the Health Information resulting from such review process. HealthBook+ makes no effort to review the Health Information for any other purpose, including, but not limited to, accuracy, legality or non-infringement. HealthBook+ is not responsible for any Health Information provided by you, third-party providers or their patient portal sites. HealthBook+ cannot guarantee or assume responsibility for the completeness, timeliness, accuracy, relevance, deletion or non-delivery of any Health Information.

1.5 Intellectual Property Rights

HealthBook+ retains all intellectual property rights in and to the Application and all related documentation interest (including all copyrights, patents, service marks, trademarks and other intellectual property rights), including, but not limited to, any and all updates, enhancements, customizations, revisions, modifications, future releases and any other changes thereto, and all related information, material and documentation. Except for rights specifically provided in these Terms, You hereby assign to HealthBook+ all other intellectual property rights it may now or hereafter possess in the Application and related documentation, and all derivative works and improvements thereof, and agree to execute all documents, and take all actions, that may be necessary to confirm such rights. You also agree to retain all proprietary marks, legends and patent and copyright notices that appear on the Application and any related documentation delivered to You by HealthBook+ and all whole or partial copies thereof.

1.6 Proprietary Rights in Application Content

HealthBook+ retains all copyright and other exclusive rights in the contents of the Application (the "Content"). Elements of the Content are protected by copyright, trade dress and other laws, and may not be copied or imitated in whole or in part. Nothing shall be understood to be granting you any license under any patent, trademark or copyright of HealthBook+ or of any third-party. Even though the Application may display certain third-party trademarks or brand names, that does not mean that HealthBook+ owns or is connected with those third-parties. Those third-party

trademarks are used only to identify the products and services of their respective owners. Do not assume that HealthBook+ sponsors or endorses those brands, products or services. You are not permitted to use the trademarks displayed on the Application without HealthBook+'s prior written consent or the consent of the third-party that may own the trademarks. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted or sold in any form or by any means, in whole or in part, without HealthBook+'s prior written permission. You may download or print a copy of any portion of the Content solely for your personal, noncommercial use, provided that you keep all copyright or other exclusive notices intact. You may not republish Content contained on the Application or include the information in any other database or collection. Any other use of the Content is strictly prohibited.

1.7 Legal Age

The Application is offered and available to users who are 18 years of age or older. By using the Application, you represent and warrant that you are of legal age to form a binding contract with HealthBook+ and meet all of the foregoing eligibility requirements. If you are under the age of 18, make sure that your parent or legal guardian reads and agrees with these Terms on your behalf, as your parent or legal guardian shall be fully responsible for your compliance with these Terms. If you do not meet all of these requirements, you must not access or use the Application.

1.8 Data Collection; Privacy Policy.

Any personal information (for example, your name, address, telephone number, e-mail address, Health Information) that you transmit to the Application will be used by HealthBook+ in accordance with the Privacy Policy, available at www.healthbookplus.com/privacy.

1.9 Feedback

Providing any suggestions, enhancement requests, recommendations, corrections or other feedback (collectively, "Feedback") is strictly voluntary. If you provide any Feedback to Healthbook+, orally or in writing, as between you and Healthbook+, Healthbook+ shall: (i) own, exclusively, all now known or later discovered rights to the Feedback; (ii) not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any Feedback; and (iii) be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to your or any other person.

2 Providers and Authorized Individuals

2.1 Providers

Through the Application, you may authorize your participating healthcare providers ("Providers") to provide Health Information about you from the Providers' electronic health records to the Application. You may use the Application to share certain Health Information with such Providers. You may use the Application to communicate with such Providers. You understand that any decision to use the Application in such ways is entirely voluntary. You understand that if you authorize a Provider to access your Health Information in the Application and communicate with you via the Application, Provider may permit its/his/her staff and other authorized users within

its/his/her facility or office to use the Application to access your Health Information and communicate with you as well.

HealthBook+ relies on the Providers authorized by you to confirm that they meet the criteria for interacting with the Application. You acknowledge and agree that HealthBook+ is not responsible for any such entity misidentifying itself or any misuse of the data, or acts or omissions by such health care providers or their authorized personnel. HealthBook+'s sole liability and sole responsibility shall be to discontinue access to any entity or individual which HealthBook+ learns misidentified itself/himself/herself or is otherwise misusing data. You are responsible for choosing your own healthcare provider, including, without limitation, determining whether the applicable healthcare provider is suitable for your healthcare needs based on specialty, experience, qualification, licenses and other important facts and circumstances that could impact your care. You must review and assess the qualifications of your Providers and to make appropriate decisions with respect to Authorized Individuals. HealthBook+ does not examine the credentials of, perform background checks on, or give its endorsement to any healthcare provider, Provider or Authorized Individual.

Conversely, if you are a Provider, for the avoidance of doubt, you acknowledge and agree that you are subject to these Terms and the Privacy Policy. You may receive Health Information through the Application from your patients. You may use the Application to share information and communicate with such patients. You understand that any decision to use the Application is entirely voluntary and should not be the only way to evaluate patients. You are solely responsible for the medical diagnosis and treatment of your patients, and should take steps to ensure that all information received via the Application is accurate for the diagnoses and treatment of an individual. You acknowledge and agree that HealthBook+ shall have no responsibility or liability for any claims arising out of the use of the Application.

2.2 Authorized Individuals

You may grant also access to Health Information or your account to one or more individuals ("Authorized Individuals"). You may grant an Authorized Individual access to your account by specifically authorizing HealthBook+ to permit access by such Authorized Individual to your account. When you grant access to an Authorized Individual, you may permit the Authorized Individual to: (a) have the same level of access to your HealthBook+ account as you have, i.e., the Authorized Individual will be authorized to access your HealthBook+ health record and to communicate with your Providers and/or engage in other transactions with your Providers to the same extent that you are able using HealthBook+; or (b) have "read-only" access to your HealthBook+ account, i.e., the Authorized Individual will be authorized to access your Health Information ONLY, and will NOT be able to communicate with or otherwise engage in transactions with your Providers. Whether or not you grant an Authorized Individual full-access or read-only access to your HealthBook+ account is your decision. You acknowledge and agree that: (a) you are solely responsible for verifying the identity of, and monitoring the use by, any Authorized Individual you select; and (b) HealthBook+ has no responsibility or liability in connection with any access to, or use of, your account and information by any Authorized Individual. You agree that if you are an Authorized Individual, you are also subject to these Terms and the Privacy Policy and acknowledge and agree HealthBook+ shall have no responsibility or liability for any claims arising out of the use of the Application.

2.3 Revoking Access

Patients using the Application may revoke any Provider's, other third-party's, or Authorized Individual's permission to (a) communicate with you through the Application; (b) request information from you or your Health Information through the Application; or (c) provide Health Information to your HealthBook+ account by utilizing the connection management features of the Application. However, copies of all of your Health Information previously disclosed to such Providers, third parties, or Authorized Individuals and incorporated into such Providers', third-parties', or Authorized Individuals' records, if any, may remain in such records. HealthBook+ cannot, and has no obligation to, remove such information from the Providers', third-parties', or Authorized Individuals' records.

3 Warranties, Disclaimers, and Limitations of Liability

3.1 No Specific Results

HealthBook+ does not represent, warrant or otherwise guarantee: (a) the reliability and suitability of the Application; (b) the effectiveness, suitability or reliability of communicated information (including any data provided through the Application); (c) that the Application will work without interruption or that it will be free of errors, viruses or other harmful components; (d) outcomes resulting from your use of the Application; (e) that the information available on or through the Application is comprehensive or exhaustive, or that it addresses all relevant symptoms, medicines, and treatments for various diseases or medical conditions; or (f) any outcome with respect to health and well-being as a result of the application of this information.

3.2 We Do Not Practice Medicine

The information contained on the Application and, our Content and any other information provided by Healthbook+ are for general guidance only. The Application is not intended to be, and must not be taken to be, the practice of medicine or other healthcare services by HealthBook+. Use of the Application does not create a physician/patient or provider/patient relationship with HealthBook+. HealthBook+ is not recommending or endorsing any specific treatment, physician, healthcare provider or medication. All Providers are not affiliated with HealthBook+ and HealthBook+ is not liable for any information, content, advice, communications, or acts or omissions of Providers.

3.3 No Warranties

YOU UNDERSTAND AND AGREE THAT THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT HEALTHBOOK+ DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE APPLICATION, OR ANY OTHER MATTER COVERED BY THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HEALTHBOOK+ DOES NOT WARRANT THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, WILL OPERATE WITHOUT INTERRUPTION OR DELAY AND/OR BE ERROR-FREE, OR THAT ANY ERRORS CAN OR WILL BE CORRECTED. HEALTHBOOK+ MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OF ANY INFORMATION OR CONTENT

PROCESSED BY THE APPLICATION. MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APPLICATION IS DONE AT YOUR OWN CHOOSING AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3.4 Limitations of Liability

IN NO EVENT SHALL HEALTHBOOK+, OR OUR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR LOST PROFITS OR BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE AND REGARDLESS OF WHETHER SUCH PARTY IS ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. The aggregate liability of HealthBook+ for any and all claims arising under or in connection with these Terms or its subject matter shall not exceed \$100. The above limitation, or exclusion, may not apply to you to the extent that applicable law prohibits the limitation or exclusion of liability for incidental or consequential damages.

3.5 Telecommunication Service

Use of the Application may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications providers. HEALTHBOOK+ MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE APPLICATION AT ANY TIME OR FROM ANY LOCATION; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE APPLICATION.

3.6 Interruptions

Your access and use of the Application may be interrupted from time to time for any of several reasons, including, without limitation, unanticipated system failures, the malfunction of equipment, periodic updating, maintenance or repair of the Application, or other actions beyond the control of HealthBook+ or that HealthBook+, in its sole discretion, may elect to take. HealthBook+ cannot always foresee or anticipate technical or other difficulties which may result in, and HealthBook+ shall therefore not be responsible or liable for, any (a) failure to obtain Health Information, (b) loss of Health Information or personalization settings, or (c) other service interruptions.

3.7 Essential Part of the Bargain

The parties acknowledge that the disclaimers and limitations set forth in this Section 3 are an essential element of these Terms between the parties and the parties would not have entered into these Terms without such disclaimers and limitations.

4 Indemnification; Unauthorized Use

4.1 Indemnification

You agree to indemnify, defend, and hold us and our subsidiaries, affiliates, officers, agents, employees, contractors, partners and licensors harmless from and against any and all suits, actions, losses, claims, proceedings, demands, expenses, damages, settlements, judgments, injuries, liabilities, obligations, risks, and costs, including, without limitation, reasonable attorneys' fees, due to, relating to, or arising out of: (i) your use of the Application; (ii) your violation of these Terms; (iii) any Feedback you provide; (iv) your negligence, fraud, or willful misconduct; (v) your user account; and/or (vi) your violation of any law or regulation or any rights of another. We reserve the right, at your expense, to assume the exclusive defense and control of any matter which you are required to indemnify against, and you agree to cooperate in our defense of such matter.

4.2 Notification of Unauthorized Use

You shall promptly notify HealthBook+ in writing upon its discovery of any unauthorized use or infringement of the Application, or the related documentation, or HealthBook+'s intellectual property rights with respect thereto. HealthBook+ shall have the sole and exclusive right to bring an infringement action or proceeding against any infringing third party and, in the event that HealthBook+ brings such an action or proceeding, you shall cooperate and provide full information and assistance to HealthBook+ and its counsel in connection with any such action or proceeding.

5 Term and Termination

5.1 Term

Your access to the Application shall begin on the date you register for the Application and shall continue until terminated under the provisions of this Section 5.

5.2 Termination for Convenience

HealthBook+ may terminate your access to all or part of the Application at any time with or without notifying you. You may terminate access to the Application at any time by canceling your account.

5.3 Effect of Termination

Upon the termination, all license rights of End-User under these Terms regarding the Application shall automatically and immediately cease, and End-User shall promptly cease all uses of the

Application. Sections 2, 4, 5.3, 6, and 7 shall survive the expiration or sooner termination of these Terms.

6 General

6.1 Electronic Communications and Notice

When you visit use the Application or send e-mails to us, you are communicating with us electronically and you consent to receive communications from us electronically. We will communicate with you by e-mail at the address we have on file for you (if any), sending you messages through the mobile application we provide, or by posting notices on the Application. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms.

6.2 Force Majeure

In the event that HealthBook+ is unable to perform its obligations under these Terms because of acts of God, strikes, equipment or transmission failure, unavailability or poor performance of the Internet, or other causes reasonably beyond its control, HealthBook+ shall not be liable to the End-User for any damages resulting from such failure to perform or otherwise from such causes.

6.3 Time Limit on Claims Against Us

You agree that any claim you may have arising out of or related to your use of the Application or your relationship with us must be filed within one (1) year after such claim arose; otherwise, your claim is permanently barred.

6.4 Governing Law

This Agreement is governed by the laws of the State of Colorado, without regard to its choice of law provisions. The courts of general jurisdiction located within Denver, Colorado, will have exclusive jurisdiction over any and all disputes arising out of, relating to or concerning these Terms or in which these Terms are a material fact. HealthBook+ makes no representation that materials contained on the Application are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. If you choose to access the Application from other locations, you do so by your own choice, and you alone are responsible for obeying local laws.

6.5 Our Remedies

You agree that any violation, or threatened violation, by you of these Terms constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

6.6 Dispute Resolution

Any controversy or claim between the parties or arising out of these Terms or any use of the Application shall be determined by one disinterested arbitrator in binding arbitration pursuant to the Commercial Arbitration Rules and the Supplementary Procedures for Online Arbitration of the American Arbitration Association (the "AAA"). The arbitrator shall be experienced in agreements for information technology services, either as an attorney or as an information technology professional. If the parties fail to appoint an arbitrator within forty-five (45) days of the institution of the arbitration, the AAA shall select the arbitrator promptly thereafter. Any requests for accelerated, emergency or preliminary relief shall be submitted pursuant to the AAA's Optional Rules for Emergency Measures of Protection. If any such requests are made before an arbitration panel is empaneled, then the AAA shall appoint one disinterested arbitrator as an arbitration panel to immediately hear and decide such request. The arbitration panel shall have the right to grant interim awards. Testimony shall be permitted by telephone, video conference and other forms of real-time telecommunications. If the arbitrator requires in-person hearings, the hearings shall be held in Denver, Colorado. The arbitral award will be final and binding, and may be entered and enforced in any court of competent jurisdiction.

6.7 Waiver of Jury Trial and Class Actions

BY ENTERING INTO THIS AGREEMENT, YOU AND HEALTHBOOK+ ACKNOWLEDGE AND AGREE TO WAIVE CERTAIN RIGHTS TO LITIGATE DISPUTES IN COURT, TO RECEIVE A JURY TRIAL OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. YOU AND HEALTHBOOK+ BOTH AGREE THAT ANY ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT A CONSOLIDATED, CLASS-WIDE OR REPRESENTATIVE BASIS AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO PROCEED WITH AN ARBITRATION ON A CLASS OR REPRESENTATIVE BASIS. THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. IF FOR ANY REASON THE ARBITRATION CLAUSE SET FORTH IN THIS AGREEMENT IS DEEMED INAPPLICABLE OR INVALID, OR TO THE EXTENT THE ARBITRATION CLAUSE ALLOWS FOR LITIGATION OF DISPUTES IN COURT, YOU AND HEALTHBOOK+ BOTH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

6.8 Third-Party Sites

The Application may contain links to third-party websites, applications, or services. HealthBook+ is not responsible for the content, accuracy or opinions expressed on those third-party websites, applications, or services, and those third-party websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked third-party website, application, or service on or through the Application does not imply approval or endorsement of the linked third-party website, application, or service by HealthBook+. If you decide to leave the Application and access these third-party websites, applications, or services, you do so at your own risk.

6.9 Assignment

You may not assign any of HealthBook+'s rights or privileges, or delegate any of its duties or obligations hereunder to any third party without the prior written consent of HealthBook+. Any purported assignment in contravention of this Section shall be null and void. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6.10 Notices

All notices and other communications hereunder shall be in writing and shall be deemed effective when delivered by hand, facsimile transmission, reputable overnight delivery service, or certified mail (return receipt requested), postage prepaid to: (a) in the case of End User, to the address set forth in its account information, and (b) in the case of HealthBook+:

Healthbook Plus Holdings Inc.

Chris Turner

2770 Arapahoe Road

Ste 132 –525

Lafayette, CO 80026

6.11 Entire Agreement

This Agreement, including HealthBook+'s Privacy Policy, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior understandings and agreements between the parties, whether written or oral, regarding the subject matter hereof. Waivers

A waiver by either party of a breach or violation of any provision of these Terms will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of these Terms.

6.12 Severability

If any provision of these Terms is held to be unenforceable, it shall be severed and the remaining provisions will remain enforceable. The severed provision will be replaced by an enforceable provision most nearly reflecting the intention of the parties.

6.13 Headings

The section titles of these Terms are displayed for convenience only and have no legal effect.

6.14 Third-Party Beneficiaries

Nothing in these Terms shall be deemed to give any third-party rights or benefits.

7 App Provider Terms.

The following terms apply to any mobile version of the Application (“App”) accessed through or downloaded from Apple Inc. or Google LLC (each, an “App Provider”). You acknowledge and agree that:

- (i) These Terms are concluded between you and HealthBook+, and not with the App Provider, and that HealthBook+ (not the App Provider), is solely responsible for the App.
- (ii) To the extent you obtain an App from the Apple App Store, any licenses granted hereunder for the use of the App are limited to a license to use the App on any Apple-Platformed Products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that the App may be accessed and used by other accounts associated with you via family sharing or volume purchasing.
- (iii) Unless expressly stated otherwise in writing by the App Provider, the App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- (iv) You may notify the App Provider in the event of any failure of the App to conform to any applicable warranty, and the App Provider will refund the purchase price for the App to you (if applicable) and to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App. To the extent that HealthBook+ is not the App Provider, any claims, losses, liabilities, damages, costs or expenses other than the purchase price attributable to any failure to conform to any warranty will be the sole responsibility of HealthBook+ in accordance with these Terms.
- (v) The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (A) product liability claims; (B) any claim that the App fails to conform to any applicable legal or regulatory requirement; or (C) claims arising under consumer protection or similar legislation.
- (vi) In the event of any third party claim that the App or your possession and use of that App infringes that third party’s intellectual property rights, HealthBook+, and not App Provider, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- (vii) You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- (viii) You must also comply with all applicable third party terms of service when using the App.
- (ix) The App Provider, and its subsidiaries, are third party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third party beneficiary thereof.
- (x) You further agree to comply with the App Providers’ terms and conditions: (a) Apple Media Services Terms and Conditions (available at: <https://www.apple.com/legal/internet-services/itunes/us/terms.html>); and (b) Google Play Terms of Service (available at: <https://play.google.com/about/play-terms/index.html>), which are incorporated herein and made a part of these Terms by this reference.

